HMC | HOSPITAL MEDICAL CARE

Visitors and Immigrants to Canada

Underwritten by: The Empire Life Insurance Company

24/7 EMERGENCY ASSISTANCE

If you need medical care, go to the nearest possible medical clinic

All minor ***Sickness*** such as cough, colds, body aches, diarrhea, infections, and other necessary consultations that may lead to more serious illness is covered up to the coverage limit. ***Emergency*** medical ***Treatment*** is covered in clinic, in hospital or by virtual consultations

For Emergencies, Claims Assistance and General Inquiries regarding *Your* travel insurance, call *Trident Global Assistance* at:

Toll-Free 1-833-370-8777 (within Canada & US)
International Collect 416-814-7615 (from other country)

Failure to contact ***Trident Global Assistance*** within the first 48 hours of a visit to a ***Hospital***, urgent care clinic, or a ***Physician*** (including virtual visits) as a result of an ***Emergency*** may result in a reduction in benefits under the contract.

Please refer to the Limitations and Exclusions section of this ***Policy***.

SCHEDULE OF BENEFITS

The benefits offered by the HMC Visitors and Immigrants to Canada coverage are summarized in the chart below. ***You*** only have the coverage(s) shown on the most recent ***Policy Receipt***.

Please refer to the terms of this ***Policy*** for details about the benefits and applicable conditions, limitations, and exclusions, and the applicable limits ($CAD) for individual benefits, which determines the maximum amount that may be claimed for a benefit per ***Person Insured***.

The coverage limit ***You*** purchased, as shown on the most recent ***Policy Receipt***, is the maximum amount payable per ***Person Insured*** under the coverage, regardless of the number of covered expenses incurred during the ***Policy Period.***

Emergency Health Insurance Coverage	Available Coverage Limits: $10,000, $25,000, $50,000, $100,000, $150,000, or $200,000
Hospital and ***Physician***	Up to coverage limit
Prescription Medication	Up to lesser of 30 days' supply or coverage limit
Diagnostics and Lab	Up to coverage limit
Local Licensed Ambulance Services	Up to $5,000
Follow-up Visits	Up to lesser of end of ***Emergency*** or coverage limit
Medical Appliances	Up to $5,000
Private Duty Nursing	Up to $10,000
Other Listed Practitioners	50% up to $2,000
Relief of Dental Pain	Up to $5,000
In-***Hospital*** Expenses	Up to $2,000
Emergency Transportation to ***Country of Residence***	Up to $25,000
Return of ***Dependents***	Up to $3,500
Escort of ***Dependents***	Up to $3,000
Relative to Bedside	(a) Up to $2,000 (b) Up to $100/day or coverage limit
Repatriation or Return, of Body to ***Country of Residence***	Up to $10,000
Cremation or Burial	Up to $4,000
Meals and Accommodation	Up to $100/day or coverage limit

INTRODUCTION

Contract

"***We***", "***Us***", "***Our***", and "***Company***" refer to The Empire Life Insurance Company. "***You***" and "***Your***" refer to the ***Policyowner*** as defined in this ***Policy***. ***Other bolded and italicized terms are defined in the Definition section of this Policy or other provisions of this Policy*.**

This ***Policy***, ***Your Application***, the most recent ***Policy Receipt***, and any riders agreed to by ***You*** and ***Us***, form the entire contract between ***You*** and the ***Company*** regarding your travel insurance. Refer to the most recent ***Policy Receipt*** to view the coverage(s) purchased, coverage limit(s), and any applicable ***Deductible***. This ***Policy*** and any riders set out the terms, conditions, limitations, and exclusions for your travel insurance.

***Your* contract contains a provision removing or restricting *Your* right to designate persons to whom or for whose benefit insurance money is to be payable.**

10-Day Free Look

You have 10 days to examine ***Your*** contract after ***You*** receive it. If for any reason ***You*** are not satisfied with ***Your*** contract, return it to ***Us*** or ***Your Broker*** during those 10 days with ***Your*** written request for cancellation and any premium paid for the contract will be refunded provided a claim has not been submitted by ***You*** and the contract is in force. The contract will then be rescinded and will be deemed to have never been in force and no claims will be paid.

ELIGIBILITY

To be eligible for any coverage under the contract, as of the *Effective Date*, *a Person Insured* must:

1. not be eligible for benefits under a ***Government Health Insurance Plan***;
2. a) be a visitor to Canada; or
   b) be a Canadian citizen or permanent resident returning to reside in Canada;
3. be at least 15 days old and less than 90 years of age;
4. be the ***Policyowner,*** unless the sole ***Person Insured*** is under the age of 18 (if in Quebec) or age 16 (all other Canadian provinces or territories), in which case the ***Policyowner*** must be the ***Person Insured's*** parent or legal guardian;
5. if not the ***Policyowner***, be a ***Spouse*** or ***Dependent*** of the ***Policyowner***; and
6. be insurable in accordance with ***Our*** then-current underwriting rules.

A *Person Insured* is not eligible for any coverage under the contract if, as of the *Effective Date,* any of the following apply to a *Person Insured*, even if disclosed on the *Application*:

- they are travelling or planning to travel to Canada against the advice of a ***Physician***;
- they have received a ***Terminal Prognosis***;
- they are experiencing new or undiagnosed signs or symptoms of a ***Sickness*** for which they reasonably expect may require ***Treatment*** while the contract is in force, or otherwise have a reasonably foreseeable need for ***Treatment*** while the contract is in force;
- in the 3 years prior to the ***Effective Date***, they have received ***Treatment*** for aplastic anemia, hemolytic anemia, sickle cell anemia, or anemia requiring blood transfusions or bone marrow transplants, or have received ***Treatment*** in a ***Hospital*** for anemia through iron supplements;
- they have had a bone marrow transplant, stem cell transplant or an organ transplant (but excluding cornea transplants);

- in the 6 months prior to the ***Effective Date,*** they have been ***Hospitalized*** for a ***Sickness***;
- they are residing in a nursing home, rest home, convalescent home, rehabilitation centre or home for the aged;
- except as required by minors due to their age, they require assistance with any activities of daily living (i.e., bathing, eating, using a toilet, taking medication(s) or getting into or out of a chair or bed); or
- in the 12 months prior to the ***Effective Date,*** they have:
    a) been prescribed home oxygen (including an oxygen concentrator) or prednisone for a lung condition or heart condition;
    b) had pulmonary fibrosis or cystic fibrosis;
    c) used nitroglycerine in any form (spray, patch, or pill) for a heart condition for the relief of angina or chest pain, or had heart condition with an ejection fraction of less than 40%; or
    d) had any aneurysm that is not surgically repaired.

If the ***Company*** determines at any time that a ***Person Insured*** was not eligible on the ***Effective Date,*** the contract is null and void and is deemed to have never taken effect, no benefits will be payable and premiums may not be refunded in cases of fraud.

HOW THIS POLICY WORKS

Insuring Agreement

Subject to the terms, conditions, limitations and exclusions outlined in the contract, the ***Company*** will pay the benefits provided in the contract if a claim is made and approved. The ***Emergency*** Health Insurance Coverage benefits are payable per ***Person Insured*** up to the individual benefit maximums, where applicable, and in the aggregate up to the coverage limit indicated on the most recent ***Policy Receipt***, after deducting any ***Deductible,*** where applicable, per ***Person Insured***.

These benefits are for eligible expenses incurred by a ***Person Insured*** arising from ***Emergencies*** that occur during the ***Policy Period*** that are not covered by any other insurance coverage or other amounts, subject to the following conditions:

1. The care, services or supplies claimed were provided or obtained on the written authorization or prescription of a ***Physician***;
2. Benefit payments are limited to the actual expense amount incurred, up to the individual benefit maximum specified in the applicable benefit provision and, in the aggregate, up to the coverage limit shown on the most recent ***Policy Receipt***;
3. Expenses incurred as the result of any ***Pre-Existing Condition*** are excluded unless the most recent ***Policy Receipt*** indicates the ***Person Insured*** has ***Pre-Existing Condition*** coverage, and the ***Person Insured,*** or ***You*** on the ***Person Insured***'s behalf, fully and truthfully answered the questions in the medical questionnaire in the ***Application*** and disclosed all ***Pre-Existing Conditions*** material to the insurance applied for***,*** and the ***Pre-Existing Condition*** for which expenses are incurred is not expressly excluded in the most recent ***Policy Receipt***;
4. No ***Deductible*** will apply to claims unless ***You*** select a ***Deductible*** for ***Your*** coverage; and
5. Reimbursement of eligible expenses is not prohibited by law.

Any expenses not covered under the contract are ***Your*** responsibility.

The ***Application*** may be completed before or after the ***Person Insured*** arrives in Canada. A ***Waiting Period***, during which there is no coverage, may apply if the ***Application*** is completed after arrival in Canada.

Pre-existing Conditions Coverage

To qualify for coverage for ***Pre-Existing Conditions***, a ***Person Insured,*** or ***You*** on behalf of the ***Person Insured,*** must fully and truthfully answer the questions in the medical questionnaire in the ***Application*** including disclosing all ***Pre-Existing Conditions*** material to the insurance applied for and the ***Person Insured's*** health must not change and must remain ***Stable*** between the ***Application Date*** and the ***Effective Date***.

Please contact ***Your Broker*** if a ***Person Insured's*** health changes or does not remain ***Stable*** between the ***Application Date*** and the ***Effective Date,*** or if, as of the ***Effective Date,*** the ***Person Insured***'s responses to the questions in the ***Application*** are no longer accurate or complete for any reason.

Please note that the ***Company*** may void the contract, in accordance with its terms, based on misrepresentations or omissions of information material to the insurance in ***Your*** or the ***Person Insured***'s responses to the questions in the ***Application***. If the ***Company*** voids the contract, the contract will be deemed to have never taken effect, no benefits will be payable, and premiums may not be refunded in cases of fraud. See details in the "Misrepresentation and/or Nondisclosure" section of the General Terms & Conditions of this ***Policy***.

Waiting Period

If ***You*** purchase the contract after the ***Person Insured's*** arrival in Canada, there is no coverage for any ***Emergency*** caused by an ***Injury*** or ***Sickness*** that began within 5 days following the ***Effective Date*** (the ***"Waiting Period"***).

The ***Waiting Period*** is waived if the ***Person Insured*** is covered by another Canadian travel insurance contract and the coverage under the other Canadian travel insurance contract does not end before the ***Effective Date*** of this contract.

Trips Outside of Canada

A ***Person Insured*** may take trips outside of Canada, including to their ***Country of Residence***, during the ***Policy Period*** without canceling this contract.

Expenses incurred outside of Canada are not covered unless they are incurred while in direct transit (including layovers) to or from Canada, provided the ***Person Insured*** experiences the ***Emergency*** while the contract is in effect. Limitations and exclusions apply (see details in the "What is Not Covered" section of this ***Policy***).

Please contact ***Trident Global Assistance*** if the ***Person Insured*** is outside of Canada for 30 or more days.

MAKING CHANGES TO YOUR CONTRACT

To request a change to the contract, including to the ***Effective Date*** or ***Termination Date,*** changing coverage, or to cancel the contract, please contact ***Your Broker*** who will assist you with making the change request. The phone number of ***Your Broker*** is located on the most recent ***Policy Receipt***.

Requests to change the coverage or ***Effective Date,*** or to add Accidental Death Coverage, must be made and approved by the ***Company*** before the ***Effective Date.*** Subject to the terms of the contract, requests to change the ***Termination Date*** or cancel the contract must be made and approved by the ***Company*** before the ***Termination Date.***

Amendments to the contract are not effective unless confirmed by the ***Company*** through the issuance of a new ***Policy Receipt***. See the "Service Fees and Administrative Charges" section of this ***Policy*** for details about fees and changes that may apply if ***You*** amend the contract.

Extending Coverage

You may request to change the ***Termination Date*** in order to extend the ***Policy Period,*** up to a maximum ***Policy Period*** of 365 days, provided the requested extension meets minimum premium requirements and no claim is submitted or payable under the contract. An extension request will be rendered invalid if prior to the extension being approved by the ***Company,*** an ***Emergency*** occurs for which a claim may be submitted under the contract. The ***Company*** has sole discretion in its decision to grant an extension.

Extensions to the contract are not effective unless confirmed by the ***Company*** through the issuance of a new ***Policy Receipt***.

Automatic Extension of Coverage

The contract will automatically be extended for the periods indicated below, without any additional premium, if, on or immediately prior to the ***Termination Date***:

1. A ***Person Insured*** becomes ***Hospitalized***, for the duration of the ***Hospitalization*** and up to 72 hours following the conclusion of the ***Emergency***; or
2. A ***Person Insured's*** scheduled commercial common carrier experiences delays due to extreme weather conditions or mechanical failures, for a period up to 72 hours following resolution of such delays.

It is essential to notify ***Trident Global Assistance*** immediately of such occurrences and provide documented proof of such occurrences that is satisfactory to ***Trident Global Assistance***.

WHAT IS COVERED

The contract provides coverage for eligible expenses incurred as a result of a ***Person Insured*** experiencing an ***Emergency*** while the contract is in force, subject to the limitations and exclusions set out in this ***Policy***. Subject to the ***Waiting Period,*** if applicable, the Emergency Health Insurance Coverage benefits are payable per ***Person Insured*** up to individual benefit maximums, where applicable, and in the aggregate up to the coverage limit indicated on the most recent ***Policy Receipt***, after deducting any ***Deductible,*** where applicable, per ***Person Insured***.

Once the ***Medical Director*** determines that no further ***Emergency Treatment*** is ***Medically Necessary***, an ***Emergency*** is deemed to have ended and subsequent medical care is not part of the ***Emergency Treatment*** protocol and therefore not covered unless otherwise expressly provided in the benefit provisions.

Subject to the terms and conditions of the contract, including without limitation, the limitations and exclusions listed in the contract, the following expenses are covered in respect of a ***Person Insured*** experiencing an ***Emergency*** while the contract is in force:

1. EMERGENCY MEDICAL TREATMENT

a) Medical expenses incurred at a ***Hospital*** or urgent care facility as a result of an ***Emergency***. We will, where possible, pay ***Hospital*** charges directly to the ***Hospital***.
b) Expenses related to medication prescribed by a ***Physician*** while in ***Hospital*** or urgent care facility as a result of an ***Emergency***.
c) ***Physician's*** visit expenses and other medical costs as a result of an ***Emergency***, including but not limited to, virtual consultations with ***Physicians*** or other health care professionals as supported by a written order from the attending ***Physician*** (unless not permitted under applicable law)***,*** and ***Physician's*** appointments for new symptoms that manifest after the ***Effective Date***. These symptoms may include but are not limited to coughs, colds, fever, body aches, diarrhea, and other common issues that could potentially escalate into more severe situations.
d) Any reasonable follow-up ***Emergency Treatment*** or ***Physician's*** visits that are directly related to the ***Emergency*** are covered when supported by a written order from the attending ***Physician*** and is deemed ***Medically Necessary*** for addressing the ***Emergency*** for up to 30 days following the conclusion of the ***Emergency,*** or as otherwise approved by the ***Medical Director***.

Expenses for rehabilitative care or a ***Recurrence*** will not be covered once the ***Emergency*** has ended.

Expenses for medical investigations, investigative ***Treatment,*** or any elective surgery are not covered if they are not ***Medically Necessary*** as part of the ***Emergency Treatment*** protocol.

2. EXTENDED HEALTH CARE

a) Medication prescribed by a Physician during a covered office visit as a result of the ***Emergency*** is covered up to the lesser of the coverage limit and the cost for a 30-day supply.
If the ***Person Insured*** has a valid Super Visa, the cost of a ***Physician's*** visit to refill such prescriptions in Canada, but not the cost of such refilled prescriptions, is covered for the first 6 months of the ***Policy Period,*** while the contract is in force.
Refills of medications prescribed to the ***Person Insured*** before the ***Effective Date*** are not covered.
b) The cost of diagnostic radiography and laboratory services as part of the ***Emergency Treatment*** protocol, up to the coverage limit. Magnetic resonance imaging (MRIs), computerized axial tomography (CAT) scans, sonograms, ultrasounds, and biopsies require the ***Medical Director's*** prior approval, unless they are deemed ***Medically Necessary*** as part of the ***Emergency Treatment*** protocol.
c) The cost of local licensed ambulance services. Benefit maximum: $5,000.
d) The cost of in-***Hospital*** private duty nursing services provided by a registered nurse (R.N.) or a registered medical attendant, who is not a ***Relative.*** Benefit maximum: $10,000.
e) The cost of wheelchair rental, crutches, braces, and other essential medical appliances. Benefit maximum: $5,000.
f) 50% of the expenses for the services provided by an acupuncturist, chiropractor, chiropodist, osteopath, podiatrist and physiotherapist, when referred by a ***Physician*** following a covered ***Injury***. Benefit maximum: $2,000.

3. RELIEF OF DENTAL PAIN

Dental expenses in the event of a sudden dental infection or damage to the ***Person Insured's*** sound natural teeth caused by an ***Injury*** to the mouth. Benefit maximum: $5,000.

This benefit excludes expenses for dental checkups, fillings, or tooth extractions unless the ***Treatment*** is necessitated by an ***Injury*** to the mouth or an infection experienced while the contract is in force.

4. IN HOSPITAL EXPENSES

Extra out-of-pocket expenses (such as telephone and television rental) incurred during a ***Person Insured's Hospitalization*** as a result of the ***Emergency*** and as billed by the ***Hospital.*** Benefit maximum: $2,000.

5. EMERGENCY TRANSPORTATION

a) Expenses associated with transporting the Person Insured to the nearest suitable medical facility as a result of an Emergency.

b) The expenses associated with transporting the Person Insured to their Country of Residence for immediate medical attention as a result of an Emergency. Benefit maximum: $25,000.

This includes a one-way economy fare, accommodation for a stretcher, and the presence of a medical attendant (if necessary).

Approval from the ***Medical Director*** is required for transportation by airplane (regular flight, private flight or air ambulance) and for a medical attendant.

6. RETURN OF DEPENDENT(S)

If the ***Person Insured*** is returning home under the terms of benefits #5 or #9, the cost of returning any ***Dependent(s)*** who were traveling with ***You*** or the ***Person Insured*** at the time of the ***Emergency***. Benefit maximum: $3,500.

7. ESCORT OF DEPENDENT(S)

Expenses incurred for the services of a caregiver (excluding ***Relatives***) whom ***You*** or a ***Person Insured*** have contracted to accompany any ***Dependents*** to their ***Country of Residence*** in the event a ***Person Insured*** is ***Hospitalized*** or needs to be repatriated as per benefit #9. Benefit maximum: $3,000.

These services must be arranged or pre-approved by ***Trident Global Assistance***.

8. TRANSPORTATION OF RELATIVE

a) If a ***Person Insured*** is ***Hospitalized*** due to a covered ***Sickness*** or ***Injury*** for a duration exceeding 3 days, expenses incurred to transport one ***Relative*** or another person who is not traveling with ***You*** to be at the ***Person Insured***'s bedside. Benefit maximum: $2,000.

b) Cost of meals and accommodation for such ***Relative*** or other person. Benefit maximum: $100 per day.

Insurance should be separately purchased for such ***Relative*** or other person as their expenses will not be covered under the contract, except as stated in this benefit #8.

9. REPATRIATION

Essential expenses for returning a ***Person Insured*** to their ***Country of Residence*** via regular flight if they become completely disabled due to an ***Emergency*** experienced by the ***Person Insured*** while the contract is in force that requires ***Hospitalization*** lasting three days or longer. Benefit maximum: $10,000.

10. IN THE EVENT OF DEATH

In the event an ***Emergency*** results in a ***Person Insured's*** death while the contract is in force:

a) Expenses related to the preparation or transportation of their body to their ***Country of Residence*** and the transportation of one ***Relative*** (economy class) to accompany the body to their ***Country of Residence***. Benefit maximum: $10,000.

b) Alternatively, the cost of cremation or burial at the location where the death occurred. Benefit maximum:$4,000.

This benefit excludes expenses associated with items like headstones, burial caskets, urns, flowers, or funeral or visitation services. Instead, it specifically covers the standard shipping container, shipping expenses, the issuance of a death certificate, and the necessary preparations for the deceased ***Person Insured*** to be transported, cremated or buried.

11. MEALS & COMMERCIAL ACCOMMODATION

When a ***Person Insured*'s** scheduled return to their ***Country of Residence*** is delayed beyond the ***Termination Date*** due to an ***Emergency*** experienced by a ***Person Insured*** or the death of their ***Relative,*** the cost of a ***Person Insured*'s** meals and commercial accommodation. Benefit maximum: $100 per day.

If the contract is not extended in accordance with the "Making Changes to Your Contract" section of this ***Policy***,, expenses will not be covered if incurred after the contract terminates in accordance with the "Termination of the Contract" section of the General Terms & Conditions of this ***Policy***.

WHAT IS NOT COVERED

LIMITATIONS & EXCLUSIONS

The contract will not provide any coverage, and no payments will be made for any expenses that result, either entirely or in part, from, are contributed to by, or naturally and predictably stem from, any of the following excluded risks:

1. Any ***Pre-Existing Condition***, unless the most recent ***Policy Receipt*** from the ***Company*** confirms the ***Person Insured*** has ***Pre-Existing Condition*** coverage and the ***Person Insured,*** or ***You*** on the ***Person Insured***'s behalf, accurately and fully disclosed all of the ***Person Insured***'s ***Pre-Existing Condition(s)*** material to the insurance applied for in the ***Application*** and such ***Pre-Existing Condition*** is not expressly excluded in the most recent ***Policy Receipt***.

2. a) Any ***Pre-Existing Condition*** that was not ***Stable*** at any time during the 90 days immediately before the ***Effective Date***.

   b) If the 365-day stability coverage is purchased, any ***Pre-Existing Condition*** that was not ***Stable*** at any time during the 365 days immediately before the ***Effective Date***.

   c) Any condition listed under "Exclusions" on the most recent ***Policy Receipt***.

   d) Any condition listed under "Notes" on the most recent ***Policy Receipt*** as an excluded condition.

   e) Any loss, ***Sickness*** or ***Injury*** related to a ***Pre-Existing Condition*** that is not excluded by exclusion #1 above if the ***Person Insured*** did not inform the ***Company*** of a change in such ***Pre-Existing Condition*** before the ***Effective Date*** and the ***Company*** did not agree in writing to cover such change in the ***Pre-Existing Condition***.

3. If the ***Person Insured*** has diabetes as a ***Pre-Existing Condition***, ***Treatment*** of any cardiovascular or cerebrovascular conditions.

4. Any loss, ***Sickness*** or ***Injury*** which occurred outside of Canada, unless the ***Person Insured*** experiences an ***Emergency*** while in direct transit to or from Canada (including layovers) and the contract is in effect.

5. Any loss, ***Sickness*** or ***Injury*** that occurred before the ***Effective Date*** or during the ***Waiting Period,*** if applicable.

6. Any loss, ***Sickness*** or ***Injury*** resulting from asymptomatic or symptomatic HIV infection, Acquired Immune Deficiency Syndrome (AIDS), AIDS-related conditions (ARC), or the presence of HIV, including any related diagnostic tests, charges, or other sexually transmitted diseases.

7. Any loss, ***Sickness*** or ***Injury*** that occurs during the ***Person Insured's*** visit to Canada, which was undertaken with the knowledge that the ***Person Insured*** will need or seek ***Treatment*** or surgery for that ***Sickness***, ***Injury***, or related condition, or for the purpose of obtaining ***Treatment*** or surgery.

8. Any loss relating to non-***Emergency Treatment***, check-ups, general health examinations, cosmetic care or surgery, routine care for chronic conditions, rehabilitation, or any related complications, whether directly or indirectly. Additionally, medical investigations, investigative ***Treatment*** or elective surgeries that are not ***Medically Necessary*** as part of the ***Emergency Treatment*** protocol or can reasonably be postponed until the ***Person Insured*** can return to their ***Country of Residence*** via the next available mode of transportation are also not covered. The timing of receiving ***Treatment*** in their ***Country of Residence*** does not affect the application of this exclusion.

9. Any loss, ***Sickness*** or ***Injury*** when travel is arranged or initiated against medical advice and either with prior awareness of an ***Unstable Condition*** or following the diagnosis of a ***Terminal Prognosis***.

10. a) The replacement or refill of a medication prescribed to the ***Person Insured*** before the ***Effective Date***, whether due to loss, renewal, or insufficient supply, unless expressly provided as a benefit herein.

    b) The purchase of drugs and medications, including vitamins, that are commonly available without a prescription or those that are not legally registered and approved in Canada.

11. Except as otherwise expressly provided herein:

    a) ***Treatment***, investigation, or ***Hospitalization*** for a ***Recurrence***.

    b) Continuing ***Treatment*** or rehabilitative care of a ***Sickness*** or ***Injury*** after the ***Medical Director*** has determined that the ***Emergency*** has ended.

12. Childbirth, miscarriage, deliberate termination of pregnancy, routine prenatal care, or any complications related to pregnancy or childbirth.

13. For ***Persons Insured*** under 2 years of age on the ***Effective Date***, any ***Sickness*** related to a birth defect.

14. Any psychiatric, psychological, mental, nervous, or emotional disorders; the misuse of medication; drug abuse; or intoxication; any ***Sickness*** related to and/or induced by alcohol, medication, drug, or toxic substance abuse; any ***Injury*** related to and/or induced by excessive alcohol consumption (determined by a blood-alcohol level in excess of 80 milligrams per 100 milliliters of blood); or the ***Treatment*** thereof.

15. Suicide or attempted suicide, or self-inflicted ***Injury,*** regardless of the ***Person Insured's*** state of mind.

16. Any loss, ***Sickness*** or ***Injury*** arising from civil disorders, war or acts of war, whether declared or not, or willful exposure to peril, except in cases where the exposure was in an attempt to save human life.

17. Any loss, ***Sickness*** or ***Injury*** arising from or in connection with the ***Person Insured*** committing or attempting to commit any illegal activity under any applicable law, whether or not charged or convicted of such offence;

18. Any loss, ***Sickness*** or ***Injury*** arising from or in connection with air travel, except when the ***Person Insured*** is a passenger in a commercial aircraft with a seating capacity of six people or more that is licensed to carry passengers for hire.

19. Any loss, ***Sickness*** or ***Injury*** arising from or in connection with an automobile accident if ***You*** are or the ***Person Insured*** is entitled to benefits under an automobile insurance policy, including but not limited to no-fault benefits, or under an applicable Insurance Act, in accordance with the "Coordination of Benefits" provision in the General Terms & Conditions of this ***Policy***.

20. Any loss, ***Sickness*** or ***Injury*** arising from or in connection with a ***Person Insured*** participating in sanctioned competitive sports, professional sports, aerobatic or stunt flying, hang gliding, mountaineering, skydiving, parachuting, bungee jumping, scuba diving without proper certification, extreme fighting, and any racing or speed contests.

21. ***Treatment*** or surgery for a ***Pre-Existing Condition*** for which a ***Physician*** had advised the ***Person Insured*** not to travel.

22. ***Treatment*** for any ***Sicknesses*** contracted in a country before the ***Effective Date*** when a written formal notice was issued by the Canadian government advising Canadians not to travel to that country, region, or city.

23. Any loss, ***Sickness*** or ***Injury*** arising from the ***Person Insured*** not complying with prescribed medical therapy or ***Treatment***.

24. Major medical or surgical procedures unless they are approved in advance by the ***Medical Director***. This includes, without limitation:

a) Cardiac catheterization, angioplasty, and/or cardiovascular surgery, including associated diagnostic tests or charges,

b) Magnetic resonance imaging (MRIs), computerized axial tomography (CAT) scans, sonograms, ultrasounds, or biopsies.

This exclusion will not apply if the ***Person Insured***'s condition prevents ***You*** or the ***Person Insured*** from seeking approval in advance by the ***Medical Director*** or if such procedures are ***Medically Necessary*** as part of an ***Emergency Treatment*** protocol determined by the attending ***Physician,*** and ***You*** or the ***Person Insured*** contact the ***Company*** as soon as it is medically possible.

25. Surgery by an ophthalmologist to correct vision or hearing, except when caused by an ***Injury***.

26. Services provided by a naturopath or services provided in a convalescent home, nursing home, rehabilitation centre, or health spa.

27. Any loss relating to damage to or loss of hearing devices, optometrist services, eye examinations, eyeglasses, sunglasses, contact lenses, or prosthetic teeth or limbs, and the resulting prescriptions thereof.

28. ***Emergency*** transportation by airplane (regular flight, private flight or air ambulance) and presence of a medical attendant, unless approved in advance by the ***Medical Director.***

29. Expenses for which no charge would typically be incurred in the absence of insurance, expenses that exceed the ***Reasonable and Customary*** charges for the region where the services were provided, or any loss, ***Sickness*** or ***Injury*** if the expense is incurred in the ***Person Insured's Country of Residence***.

30. Any loss or expense for which a claim was made involving fraud or deliberate misstatement or concealment.

Except in respect of the Accidental Death Coverage, the contract will not provide any coverage, and no payments will be made, for any loss or expense insured by other existing insurance coverages, including but not limited to, a ***Government Health Insurance Plan*** or a private plan, as further described in the "Coordination of Benefits" section of the General Terms & Conditions of this ***Policy***.

If a ***Person Insured*** is covered under more than one travel insurance contract underwritten by the ***Company*** and the total amount of insurance in respect of the ***Person Insured*** exceeds $200,000, the ***Company's*** aggregate liability for all contracts with the ***Company*** under which the ***Person Insured*** is covered will not exceed $200,000 and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

Benefits are not payable under the contract and will terminate on the commencement of, any period during which ***You*** are or a ***Person Insured*** is serving a sentence for a criminal offence and are confined in a prison or other place of detention, including but not limited to, a mental institution, a halfway facility, or private residence (under house arrest).

This contract provides no coverage and the ***Company*** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the ***Company*** to any trade or economic sanctions, or cause the ***Company*** to be non-compliant with any applicable laws or regulations of Canada.

Trident Global Assistance has the authority to transfer the ***Person Insured*** to a different ***Hospital***, provided they are medically fit for such a transfer, or to arrange transportation to return them to their ***Country of Residence*** following an ***Emergency***. If the ***Person Insured*** chooses not to be transferred to another ***Hospital*** or return to their ***Country of Residence*** when deemed medically fit to travel by the ***Medical Director***, any ongoing expenses for ***Sickness*** or ***Injury*** will not be covered.

REDUCTIONS OF COVERAGE

If ***You*** or the ***Person Insured*** fail to contact ***Trident Global Assistance*** within the first 48 hours of an ***Emergency*** or ***Hospitalization*** for an ***Emergency***, the individual benefit maximums under the contract will be reduced by 20% and the coverage limit under the contract will be restricted to $25,000 if ***You*** have selected a coverage limit of $50,000 or more.

This reduction of coverage will not apply if the ***Person Insured's*** condition prevents ***You*** and the ***Person Insured*** from contacting ***Trident Global*** Assistance as provided in this section, and ***You*** or the ***Person Insured*** contact ***Trident Global Assistance*** as soon as it is medically possible.

This reduction of coverage does not apply to the Accidental Death Coverage, if purchased by ***You***.

CLAIM PROCEDURE

Claim Notification

You or the ***Person Insured*** are required to notify ***Trident Global Assistance*** in respect of any claim within 24 hours of an ***Emergency***. Failure to do so will result in a reduction of coverage as described above.

Claim Form & Inquiries

To obtain a claim form or if ***You*** have an inquiry related to an existing claim, please contact ***Trident Global Assistance*** at 1-833-370-8777 within Canada or the US, or from any other country at 416-814-7615 (International Collect).

Mail or Delivery Claim Forms To:

Email: claims@tridentassistance.com

Trident Global Assistance
21 Four Seasons Place
Etobicoke, ON M9B 0A6

Claim Documentation

It is essential to submit all claims to ***Trident Global Assistance*** within 90 days from the date of the loss. If ***You*** or the ***Person Insured*** submit a claim but fail to provide proof of the claim within this 90-day period, the claim will not be invalidated if ***You*** or the ***Person Insured*** provide the proof as soon as reasonably possible and, in any case, within 1 year from the date of the loss. If applicable laws allow for a longer submission period, the extended timeframe specified by applicable law will apply.

In order for ***Trident Global Assistance*** to administer a claim, ***You*** or the ***Person Insured*** must provide all documents that ***Trident Global Assistance*** requires to support the claim. The ***Person Insured's*** prior medical history will be reviewed when a claim is reported. Please note that incomplete proof of claim and authorization forms will result in delays in the assessment of the claim.

Submitting A Claim

When submitting a claim, it is important to provide a concise explanation of the medical situation, including details such as how, where, and when the loss, ***Sickness*** or ***Injury*** occurred. For reimbursable expenses paid out-of-pocket by ***You*** or the ***Person Insured,*** original receipts are required as proof of these expenses.

You, each ***Person Insured*** and ***Your*** respective authorized representatives, if applicable, must fully cooperate with ***Trident Global Assistance*** to provide the documentation and authorization required by ***Trident Global Assistance*** to assess a claim. Claims cannot be processed or paid unless the claim forms are fully completed and signed by the claimant or an authorized representative of the claimant and ***Trident Global Assistance*** receives sufficient proof of the right of the claimant or an authorized representative of the claimant to receive a benefit under the contract and any other information ***Trident Global Assistance*** may reasonably require to establish the validity of the claim for benefits.

Please note that all costs associated with obtaining Canadian medical records required as a proof of a claim under this contract will be covered by ***Trident Global Assistance***. However, any other required documentation must be provided to ***Trident Global Assistance*** at ***Your*** or the ***Person Insured's*** expense.

If ***You*** have or a ***Person Insured*** has coverage from another insurance plan, ***You*** are or the ***Person Insured*** is required to first seek and, to the extent possible, obtain reimbursement from that insurance plan or policy. A claim may only be submitted for reimbursement under this contract after the other insurer has assessed the claim. When submitting a claim for reimbursement under this contract, ***You*** or the ***Person Insured*** must provide ***Trident Global Assistance*** with the written assessment of the claim submission from the other insurer. Benefits will be paid in accordance with the "Coordination of Benefits" section of the General Terms & Conditions of this ***Policy***.

Please be aware that if the ***Company*** pays any expenses on ***Your*** or the ***Person Insured's*** behalf for which there is coverage through any other

insurance plan, the ***Company*** reserves the right to recover any amount due for these expenses in accordance with the "Right of Recovery and Subrogation" section of the General Terms & Conditions of this ***Policy***.

Payment to Medical Provider

To facilitate the claims process, contact ***Trident Global Assistance*** prior to paying a ***Hospital*** directly. ***We*** generally pay ***Hospital*** charges directly to the ***Hospital*** wherever possible; however, the ***Company*** has the discretion to choose whether to directly pay a medical provider for any eligible expenses and reserves the right to negotiate amounts payable on ***Your*** or a ***Person Insured's*** behalf with any service provider who renders services, the costs of which are eligible expenses under the contract. If the medical facility either declines payment directly from the ***Company*** or does not accept it, the ***Company*** will reimburse ***You*** or the ***Person Insured*** for the eligible expenses ***You*** or the ***Person Insured*** have paid.

Payment of any amount by the ***Company*** on ***Your*** or a ***Person Insured's*** behalf does not constitute a guarantee that the ***Company*** will cover ***Your*** or the ***Person Insured's*** expenses if the ***Company*** determines that the amount was not payable under the contract.

Payment of Claim

To receive reimbursement of eligible expenses, ***You*** or the ***Person Insured*** must submit a valid original receipt of such eligible expenses, including original itemized bills, invoices, and receipts. Additionally, ***You*** or the ***Person Insured*** will need to pay ***Your Deductible*** (if applicable) directly to the provider at the time the claim is incurred.

The ***Company*** will make reasonable efforts to process and pay all amounts owed under the contract within 60 days of receiving the necessary proof of a claim and all required documentation.

Any payment made by the ***Company*** in good faith pursuant to this provision shall fully discharge the ***Company*** to the extent of such payment.

On making payment of any proceeds that become payable under the terms of the contract, a valid discharge of all liability under the contract for such proceeds will also be required from ***You*** or the ***Person Insured*** or ***Your*** respective authorized representatives.

PREMIUM REFUNDS

You may apply to cancel the contract and receive a refund of prepaid premiums conditional upon any one of the following occurring:

1. The ***Person Insured*** is not required to maintain coverage for work permit or other immigration purposes.
2. The ***Person Insured*** fails to meet Super Visa requirements.
3. The ***Person Insured*** departs from Canada before the ***Termination Date***.
4. A ***Person Insured*** is a ***Dependent*** or a ***Spouse*** and is removed from the contract.

No request to cancel the contract and receive a premium refund may be made unless:

1. this contract is signed by ***You*** and returned to the ***Company***;
2. no claim has been paid or declined or is pending under the contract;
3. sufficient proof is provided that the condition(s) for receiving a refund has (have) been met; and
4. the contract has not terminated.

Subject to the following conditions, refunds of pre-paid premiums are calculated from the date the contract is returned to the Company, and a service fee may apply. ***You*** may request the termination be backdated for up to a maximum of 2 months. Any backdating of the termination is in the sole discretion of the Company.

If ***Your*** request to cancel the contract is approved and:

- the total premium payable for the contract was paid on the ***Application Date,*** there will be a short-rate premium penalty calculated to the date of the request according to the ***Company***'s table in use at the time of the termination, as well as applicable administrative fee(s).
- ***You*** are cancelling the contract because the ***Person Insured*** fails to meet the Super Visa requirements, the ***Company's*** short-rate premium penalty will apply unless a copy of the ***Person Insured's*** Super Visa denial letter is provided before the ***Effective Date.***

Applicable service fees and administrative charges are not refundable.

Notwithstanding the above, a full refund of the initial premium and fees paid is available if ***You*** return the contract for cancellation within 10 days after ***You*** receive it, pursuant to the "10 Day Free Look" section of this ***Policy***.

Note: The minimum refund is $20. Refunds less than $20 will not be processed. There is no refund is ***You*** have a claim paid, pending or declined. ***You*** may withdraw Your claim to allow ***You*** to get a refund upon payment to an administrative charge of $200.

SERVICE FEES AND ADMINISTRATIVE CHARGES

The following is a non-exhaustive list of common non-refundable service fees and administrative charges:

a) to set up the monthly payment plan: $50;
b) if ***You*** selected the monthly payment plan and ***Your*** credit card is declined for an installment payment: $25;
c) to change ***Effective Date*** after ***Your*** contract has started: $50 (within 2 months of original ***Effective Date***) or $100 (more than 2 months after original ***Effective Date***);
d) to cancel ***Your*** contract because ***You*** left Canada (if not within 10 days after receiving ***Your*** contract): $50;
e) to withdraw a claim to cancel ***Your*** contract and obtain a refund: $200;
f) to cancel ***Your*** contract used for a Super Visa application before ***Your*** arrival in Canada without evidence of a visa refusal letter: $250

Please contact ***Your Broker*** for more information about current service fees and administrative charges.

Important note:
The minimum refund is $20, a refund less than $20 will not be processed. No refund of premiums will be provided if ***You*** have a claim that is either paid, pending or declined.

TERMINATION OF THE CONTRACT

The contract will terminate on the earliest of the following:

1. on the ***Termination Date***;
2. on the end of the extension period described in the "Automatic Extension of Coverage" section of this ***Policy;***
3. on the date the contract is cancelled in accordance with the "Premium Refunds" section of this ***Policy***;
4. on the end of the applicable notice period, if the ***Company*** gives notice of termination due to non-payment of an initial premium; or
5. for non-payment of premiums as described in "Grace Period" section of the General Terms & Conditions of this ***Policy***.

If the initial premium is not received by the ***Company,*** the ***Company*** may terminate the contract by delivering written notice of termination to ***You*** by personal delivery, regular post (except in Alberta, Ontario and British Columbia), or registered mail. If notice is delivered by:

1. Personal delivery, the notice period is 5 days and commences on the date of personal delivery;
2. Regular post, the notice period is 10 days and commences on the date following the date of mailing the notice; or
3. Registered mail, the notice period is 15 days and commences on the day following delivery of the registered letter.

APPEAL PROCEDURE

If ***You*** have a concern related to a claim decision, ***You*** can request a review of the decision. Any new information ***You*** provide will be taken into consideration, and a written decision will be provided. This decision will outline our findings based on the terms, conditions, limitations, and exclusions of the contract.

To request a review of a claims decision, ***You*** must:

1. Make the request in writing (including by email); and
2. Submit the request to the ***Trident Global Assistance*** no later than 30 days after the date ***You*** receive our initial decision.

Please send ***Your*** request for review, including the reason for ***Your*** concern and any new information supporting it, to the specified contact address:

Email: claims@tridentassistance.com

Fax: 1-844-313-9352, **or send it to:**

Attention: Claims Appeal

Trident Global Assistance
21 Four Seasons Place
Etobicoke, ON M9B 0A6

DEFINITIONS

Application means the document that is completed by each ***Person Insured*** and/or ***You*** or by someone authorized to complete the ***Application*** on ***Your*** and/or the ***Person Insured***'s behalf***,*** or for which each ***Person Insured*** and/or ***You*** were consulted when it was completed by ***Your Broker*** on ***Your*** behalf, in order to apply for the contract,. The ***Application*** forms part of the contract**.**

Application Date means the date the application was submitted to the ***Company*** by ***Your Broker*** on ***Your*** behalf.

Broker means the insurance agent who facilitated the completion and submission of the ***Application*** and facilitated payment arrangements for the contract.

Country of Residence means the country in which ***You*** or the ***Person Insured*** maintained a permanent residence immediately prior to the ***Effective Date.***

Deductible means the amount in Canadian dollars shown on the most recent ***Policy Receipt*** that ***You*** or the ***Person Insured*** must pay before any remaining covered expenses are reimbursed under the contract if ***You*** have selected a ***Deductible*** for the contract. The ***Deductible*** applies once per ***Person Insured*** per ***Policy Period*** and is set out in the most recent ***Policy Receipt***.

Dependent(s) means any unmarried children (biological, adopted or stepchildren) residing with ***You***, who rely upon ***You*** as their sole means of support and maintenance and are at least 15 days of age and either: (a) under age 19; (b) under age 26 and attending school on a full-time basis; or (c) mentally or physically incapable of earning their own living.

Effective Date means the date ***Your*** insurance contract takes effect as specified on the most recent ***Policy Receipt***.

Emergency or Emergencies means an unexpected or unforeseeable ***Sickness*** or ***Injury*** that necessitates immediate, non-discretionary medical attention, ***Treatment***, or care for the immediate relief of acute symptoms. This is a situation that, based on the advice of a ***Physician***, cannot be postponed until the ***Person Insured*** returns to their ***Country of Residence***. An ***Emergency*** has ended when the ***Medical Director*** determines that no further ***Emergency Treatment*** is ***Medically Necessary***.

Government Health Insurance Plan means the health insurance coverage that the government of the province or territory in Canada where ***You*** or a ***Person Insured*** reside provides to eligible residents of such province or territory.

Hospital means a facility that is equipped to provide surgical services on both an in-patient and out-patient basis in the context of a medical ***Emergency,*** and ***"Hospitalization"*** or to be "***Hospitalized"*** means to be confined as an in-patient in a ***Hospital***. This definition excludes nursing homes, rest homes, convalescent homes, rehabilitation centres, homes for the aged, or any place primarily intended for the ***Treatment*** of alcohol or drug addiction.

Injury means physical harm or damage sustained as a result of an unforeseeable, external, sudden, violent and involuntary event that occurs while the contract is inforce and necessitates immediate ***Treatment***.

Medical Director means the medical ***Physician*** who is acting on behalf of ***Trident Global Assistance***.

Medically Necessary concerning a specific ***Treatment*** or other service or supply, means that such ***Treatment,*** service or supply:

(i) is suitable and aligns with the diagnosis as per accepted community standards of medical practice;
(ii) is not of an experimental or investigative nature;
(iii) cannot be omitted without negatively impacting the ***Person Insured's*** condition or the quality of medical care they receive;
(iv) cannot be postponed until the ***Person Insured*** returns to their ***Country of Residence***; and
(v) is administered in the most cost-effective manner, at the most suitable level of care, and not primarily for the sake of convenience.

Period of Stability means the timeframe specified in the ***Application*** for a ***Pre-Existing Condition*** to be deemed ***Stable***.

Person Insured means any person(s) for whom insurance coverage is currently in effect under the contract that is/are specifically named on the ***Application*** and the most recent ***Policy Receipt***.

Physician means an individual who is not ***You*** or ***Your Relative***, who holds legal qualifications and the necessary license to practice medicine or perform surgical procedures in the jurisdiction in which they provided medical services or performed surgical procedures for a ***Person Insured***, and includes a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Chiropractic (D.C.), or Doctor of Dentistry (D.D.S.).

Policy means this document, which sets out the terms, conditions, limitations and exclusions for the coverage(s) indicated on the most recent ***Policy Receipt***.

Policy Period means the period during which coverage is in force under the contract, subject to applicable ***Waiting Periods,*** if any. This period commences on the ***Effective Date*** and concludes on the date the contract terminates in accordance with the "Termination of the Contract" section of the General Terms & Conditions of this ***Policy***.

Policy Receipt means the document sent to ***You*** as confirmation of the coverage(s) ***You*** have purchased (excluding the email or cover letter to which the ***Policy Receipt*** may be attached) and any amended **Policy Receipt** that is sent to ***You*** if ***Your*** coverage(s) change. It forms part of the contract.

Pre-Existing Condition(s) means a medical or physical condition, symptom, illness, or disease, whether diagnosed or not, for which ***Treatment*** has been received or taken, or for which a ***Person Insured*** exhibited signs or symptoms, at any time before the ***Effective Date***.

Policyowner means the person who owns the contract and can exercise all of the rights, options, and privileges associated with it.

Reasonable and Customary means the costs typically billed for covered expenses, provided they do not exceed the standard fees in the geographic region where the expenses are accrued, for similar ***Treatment***, services, or supplies related to a comparable ***Sickness*** or ***Injury***.

Recurrence means the reappearance of signs or symptoms associated with a ***Sickness*** or ***Injury*** for which the ***Person Insured*** has previously received ***Treatment*** for that ***Sickness*** or ***Injury*** due to a prior ***Emergency*** during this ***Policy Period***, and the prior ***Emergency*** was declared over by the ***Medical Director.***

Relative means ***Your Spouse*** and ***Dependents***; biological parents or stepparents; parents-in-law; biological siblings or stepsisters/brothers, sisters/brothers-in-law, sons/daughters-in-law; grandparents; grandchildren; and aunts, uncles, and nieces/nephews.

Sickness means the emergence of an ailment, illness, or disease while the contract is in force that necessitates immediate ***Treatment***.

Spouse means an individual who is legally married to and continuously resides with ***You***, or who is not legally married to ***You*** but is living in a conjugal relationship with ***You*** and has been continuously residing with ***You*** for at least 1 year and in respect of whom an ***Application*** is made by ***You*** and who is specifically named on the most recent ***Policy Receipt,*** to be covered under the contract.

Stable means that ***Your*** condition remains unchanged or is not deteriorating. This includes:

(i) no alteration in signs or symptoms or the appearance of new signs or symptoms;
(ii) no reduction, increase, or discontinuation of medication dosage or frequency;
(iii) no new medications prescribed;
(iv) no ***Hospitalization*** or need for medical consultation (except routine examinations); and/or

(v) no prescription, receipt, or recommendation of any medical, therapeutic, or diagnostic procedure by a ***Physician***, including investigative testing or surgery.

Terminal Prognosis means a clinical evaluation conducted by a ***Physician*** whereby the ***Physician*** determines that a current medical condition, ***Sickness***, or ***Injury*** is anticipated to lead to the untimely death of the ***Person Insured*** within the 12-month period following such evaluation.

Termination Date means the date on which the contract is scheduled by ***You*** to terminate, as indicated on the most recent ***Policy Receipt***. See the "Termination of the Contract" section of the General Terms & Conditions of this ***Policy*** for information about the contract terminating on a date other than the ***Termination Date.***

Treatment means any medical, therapeutic, or diagnostic procedure that has been advised, prescribed, performed, or recommended by a ***Physician***. This can include actions such as taking prescribed medication, undergoing investigative testing, ***Hospitalization***, surgery, or any other recommended medical actions related to the ***Sickness*** or ***Injury***.

Trident Global Assistance means the emergency assistance provider acting on behalf of the ***Company*** for the purposes of administering claims under the contract.

Unstable Condition means a ***Sickness*** or ***Injury*** for which a reasonably cautious individual would anticipate the requirement for medical ***Treatment*** or examination after departing from their current location.

GENERAL TERMS & CONDITIONS

Statutory Conditions

Despite any other provision contained in the contract, the contract is subject to the applicable statutory conditions prescribed under the law that governs the contract, as described below, respecting contracts of accident and sickness insurance.

Applicable Law

The contract is governed by the laws and regulations of the Canadian province or territory where ***You*** reside while in Canada, as stated in the ***Application***.

Any legal action or other proceeding related to or connected with this contract that is commenced by ***You*** or a ***Person Insured*** or anyone claiming on ***Your*** or a ***Person Insured's*** behalf must take place in the courts of the province/territory of Canada, the laws of which govern the contract, and no other court has jurisdiction to hear or determine any such action or proceeding.

Misrepresentation and/or Non-Disclosure

You and each ***Person Insured*** or a person authorized to complete the ***Application*** on behaf of ***You*** and/or a ***Person Insured*** must provide accurate and complete information in the ***Application***.

If the ***Application Date*** is not the ***Effective Date***, the answers provided in the ***Application*** must be complete and accurate as of the ***Effective Date***.

The Company relies on the information provided in the ***Application*** for approving the ***Application*** and any claim made under the contract.

If ***You*** or the ***Person Insured*** or a person authorized to complete the ***Application*** on behalf of ***You*** and/or a ***Person Insured*** fail to provide, or misrepresent, information in the ***Application*** that is material to the coverage(s) applied for, the ***Company*** may void the contract, which means no claim under the contract will be paid and premiums paid may not be refunded in cases of fraud. This determination may be made at any time, including but not limited to, when a claim is made.

If the ***Company*** determines that ***You*** or the ***Person Insured*** did not meet the eligibility requirements on the ***Effective Date,*** the contract is null and void and is deemed to have never taken effect, and no benefits will be payable and premiums may not be refunded in cases of fraud.

In addition, ***We*** will not pay a claim if ***You*** make, or any ***Person Insured*** or anyone acting on ***Your*** or a ***Person Insured***'s behalf makes, a fraudulent, false or misleading statement regarding, or provides a false, fraudulent or misleading document supporting, a claim.

Misrepresentation of age in the ***Application*** will not be considered misrepresentation for the purpose of the contract but will be dealt with as set out below.

Misrepresentation of Age

If the age of a ***Person Insured*** for a coverage is misstated in the ***Application***, the benefits payable for that coverage will be adjusted to the amount that would have been provided on the basis of the correct age and the premium actually paid in respect of that coverage. If, on the basis of the correct age, the coverage would not have been available for that ***Person Insured***, that coverage will be void and all premiums paid for that coverage will be refunded to ***You.***

Contract

The contract is non-participating. No ***Broker*** or other insurance agent has authority to change the contract or waive any of its provisions. Any change or waiver of a contract provision must be in writing and signed by an authorized officer of the ***Company*** to be valid.

Conformity with Existing Laws

If any of the terms or conditions of the contract are in conflict with the laws governing the contract, such terms or conditions shall be deemed amended to conform to the minimum requirements of that law. If such terms or conditions of the contract are determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability attaches only to such terms or conditions, and the remaining terms and conditions of the contract shall remain in full force and enforceable.

Currency

All premiums and benefits under the contract are payable in Canadian currency. To facilitate payments to providers, the ***Company*** will pay claims in the currency of the country where the charges are incurred, based on i) the rate of exchange set by any chartered bank in Canada on the last date of ***Emergency Treatment***, or ii) the date the payment is issued to the provider of service.

Premium Payment

The most recent ***Policy Receipt*** shows:

- the total premium for the contract, or
- if the monthly payment plan is selected, the total premium payable for the first 2 months of the ***Policy Period,*** each, an "***initial premium***" and payable on the ***Application Date,*** and each subsequent monthly premium payable.

If the initial premium is not paid in full on the ***Application Date***, the ***Company*** reserves the right to charge ***You*** and collect any underpayment of the initial premium. If an underpayment in premium cannot be collected, the ***Company*** reserves the right to terminate the contract in accordance with the "Termination of the Contract" provision of this ***Policy***, shorten the ***Policy Period***, or deduct the outstanding premium amount from any amounts for which the ***Company*** is liable under the contract.

If the monthly payment plan is selected, monthly premiums following the initial premium are payable on or before the premium due date stated on the most recent ***Policy Receipt***, or before the expiration of the grace period, as defined below. All such premiums are payable in advance. Partial payment of any such premium will not be accepted.

No premiums will be due or payable for any period after the contract terminates. The acceptance of any premium paid in respect of the contract after the termination of the contract in accordance with its terms will not impose any liability on the ***Company*** and will be refunded to ***You***. Other than as expressly provided in the contract, premiums are not refundable, in whole or in part.

Grace Period

While the contract is in force, any premium, or any part of a premium, subsequent to the initial premium that is not paid on or before the due date will constitute a premium in default. A "**grace period**" of 31 days after the due date of a premium will be allowed for payment of the premium in default during which the time the contract will remain in force.

If the premium in default remains unpaid at the end of the grace period, this contract will lapse and cease to be in force effective the due date of the premium in default. If this contract lapses, no benefits will be payable or privileges enforceable except if specified in a provision of this contract and then only to the extent and in accordance with the terms of the provision.

No Waiver

Failure by ***Us*** to insist upon compliance with any provision of the contract will not operate so as to waive or modify or render unenforceable such provision or any other provision of the contract thereafter.

No Assignment

You may not assign, sell, gift, or otherwise transfer, in whole or in part, ownership of the contract or any of the rights, options and privileges associated with the contract. For greater clarity, ***You*** may not jointly own the contract with another person or entity.

No Beneficiary Designation Permitted

Except as otherwise expressly provided in respect of the Accidental Death Coverage, if purchased by ***You***, ***You*** cannot designate any other person other than ***Yourself*** to receive the benefits payable under the contract. ***We*** reserve the right to pay benefits in accordance with the "Payment to Medical Provider" section of this ***Policy***.

Limitation of Liability

Our liability under the contract is limited solely to the payment of eligible claims, up to the maximum coverage amount purchased and the applicable benefit limits, for eligible expenses related to ***Emergencies*** during the ***Policy Period*** as set out in the contract. Neither ***We***, upon making payment under the contract, nor our agents or administrators, assume any responsibility for the availability, quality, results or outcome of any ***Treatment*** or service, or ***Your*** failure to obtain any ***Treatment*** or service covered under the terms of the contract.

Coordination of Benefits

The contract is a last-payor plan and is intended to provide coverage for excess expenses not covered by any other plans and any other source of recovery (including any indemnity payments) that ***You*** may have in respect of ***Your*** claim. It is not meant to replace or substitute for any other plans that would have been active and would have provided reimbursement for expenses incurred if this contract were not in effect. Such plans include any other public or private policy, contract or arrangement other than this contract, which provides benefits or services for, or by reason of, medical or dental care or treatment, including, but not limited to government health insurance, homeowners' insurance, tenants' insurance, multi-risk insurance, individual or group basic or extended health care insurance, automobile insurance, insurance available under credit cards, or any other insurance plan provided by another insurer.

If a ***Person Insured*** incurs an eligible expense at least a portion of which is insured simultaneously for substantially the same expenses or charges under more than one contract underwritten by the ***Company*** or any other plan or source of recovery, payment of benefits (except in respect of the Accidental Death Coverage) will be coordinated and/or reduced to the extent that benefits available to you from all plans or other sources of recovery will not exceed 100% of the actual incurred expenses. Benefits payable under another plan will be deemed to include the benefits that would have been payable had claim been duly made. Coordination of benefits will be in accordance with the Canadian Life and Health Insurance Association Inc.'s Guideline G17 "Coordination of Benefits for Out-of-Country/Out-of-Province/Territory Medical Expenses."

If a ***Person Insured*** is covered under more than one travel insurance contract underwritten by the ***Company*** and the total amount of insurance in respect of the ***Person Insured*** exceeds $200,000, the ***Company's*** aggregate liability for all contracts with the ***Company*** under which the ***Person Insured*** is covered will not exceed $200,000 and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

Right of Recovery and Subrogation

If the ***Company*** determines that there is no coverage for a claim under this contract, all amounts advanced to ***You*** or a ***Person Insured***, or on ***Your*** or their behalf, under the contract for such claim must be repaid by ***You*** to the ***Company*** on demand. In such circumstances, any payment(s) made by the ***Company*** will not constitute an acceptance of coverage for such claim.

Whenever payment of any benefits has been made by the ***Company*** hereunder in excess of the amount payable under the terms and conditions of this contract, the ***Company*** will have the right to recover any such excess from any persons to whom, or for whom, or with respect to whom such payments were made, or from any other insurance companies or any other applicable sources of recovery. If any such excess is not recoverable, the ***Company*** reserves the right to charge such excess against any other benefits payable for the same ***Person Insured*** under this contract.

Upon providing benefits under the contract, ***Trident Global Assistance***, on behalf of the ***Company***, will have full rights of subrogation and may proceed, in ***Your*** or the ***Person Insured's*** name and at its expense, against third parties who may be directly or indirectly responsible for any loss in respect of which a claim was made under the contract. ***You*** will execute and deliver such documents as are necessary and cooperate fully with the ***Company*** and ***Trident Global Assistance*** to allow full assertion of such rights, ***You*** will do nothing to prejudice such rights, and ***You*** will ensure that all ***Persons*** Insured under the contract comply with same.

Limitation of Action

Every action or proceeding against the ***Company*** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for Ontario), or other applicable legislation (for all other provinces and territories).

THIS POLICY IS UNDERWRITTEN BY:

The Empire Life Insurance Company
259 King Street East
Kingston ON, K7L 3A8

THIS POLICY IS ADMINISTERED BY:

TruStone Health, a division of TruStone Financial Inc.
259 King Street East
Kingston ON, K7L 3A8

EMERGENCY ASSISTANCE & CLAIMS ARE ADMINISTERED BY:

Trident Global Assistance
21 Four Seasons Place
Etobicoke, ON M9B 0A6

Important Notice – Read Carefully Before *You* Travel

You have purchased a travel insurance contract – what is next?

We want ***You*** to understand (and it is in your best interests to know) what coverage and benefits the contract includes, what it excludes, and what is limited (payable but with limits). Please take time to read through ***Your*** contract before ***You*** travel.

- ***Your*** travel insurance covers claims for eligible expenses arising from ***Emergencies*** that occur during the ***Policy Period*** and does not include expenses related to follow-up or recurrent care.
- To qualify for this insurance, each ***Person Insured*** must meet all eligibility requirements as of the ***Effective Date*** and ***Your Application*** must be approved by the ***Company***. If a ***Person Insured*** is not eligible as of the ***Effective Date,*** the contract is deemed null and void, no claim will be paid and premiums may not be refunded, in cases of fraud.
- ***Your*** travel insurance is subject to the limitations and/or exclusions described in the contract (e.g.: medical conditions that are not ***Stable***, pregnancy, child born on trip, excessive use of alcohol, high risk activities).
- ***Your*** travel insurance may not cover claims related to ***Pre-Existing Conditions***, even if disclosed at time of purchase.
- Contact ***Trident Global Assistance***, the emergency assistance provider, at the numbers indicated in the 24/7 Emergency Assistance section before seeking ***Treatment*** or ***Your*** benefits may be limited or denied.
- In the event of a claim, the prior medical history of the ***Person Insured*** may be reviewed.
- If a ***Person Insured*** has been asked to complete a medical questionnaire as part of the ***Application*** and any of their answers is not accurate or complete as of the ***Effective Date***, ***Your*** contract will be voidable by Us. If we void ***Your*** contract, no claim will be paid and premiums may not be refunded in cases of fraud.

It is *Your* responsibility to understand *Your* coverage. If *You* have questions, call *Trident Global Assistance* or contact *Your Broker* or TruStone Health.